

# EXHIBIT N

1  
2       UNITED STATES DISTRICT COURT  
3                   SOUTHERN DISTRICT OF OHIO  
4                   WESTERN DIVISION AT CINCINNATI  
5  
6        - - -

7       WALTER W. THIEMANN, on :  
8       behalf of himself and :  
9       of all others similarly :  
10      situated.

11      Plaintiff,

12      VS. : CASE NO. C-1-00793

13      OHSL FINANCIAL CORP., :  
14      OAK HILLS SAVINGS AND :  
15      LOAN COMPANY, F.A., :  
16      NORBERT G. BRINKER, :  
17      KENNETH L. HANAUER, :  
18      WILLIAM R. HILLEBRAND, :  
19      ALVIN E. HUCKE, THOMAS :  
20      E. MCKIERNAN, JOSEPH J. :  
21      TENDEVER, HOWARD N. :  
22      ZOELLNER, PROVIDENT :  
23      FINANCIAL GROUP, INC., :  
24      ROBERT L. HOVERSON, :  
25      JACK M. COOK, THOMAS D. :  
1       GROTE, JR., PHILIP R. :  
2       MYERS, JOSEPH A. PEDOTO, :  
3       JOSEPH A. STEGER, :  
4       CHRISTOPHER J. CARE, :  
5       CLIFFORD ROE, and :  
6       DINSMORE & SHOHL, LLP, :  
7  
8       Defendants.

9       - - -  
10      Deposition of CLIFFORD A. ROE, JR.,  
11      ESQ., a defendant herein, called by the  
12      plaintiff for cross-examination, pursuant to

1  
2       the Federal Rules of Civil Procedure, taken  
3       before me, Lee Ann Williams, a Registered  
4       Professional Reporter and Notary Public in and  
5       for the State of Ohio, at the offices of Gene  
6       Mesh & Associates, 2605 Burnet Avenue,  
7       Cincinnati, Ohio 45202, on Thursday, December  
8       13, 2001, at 10:00 a.m.

9       APPEARANCES:

10      On behalf of the Plaintiff:

11      Gene I. Mesh, Esq.  
12      and  
13      Michael G. Brautigam, Esq.  
14      Gene Mesh & Associates  
15      2605 Burnet Avenue  
16      Cincinnati, Ohio 45219  
17      and  
18      Ann Lugbill, Esq.  
19      2406 Auburn Avenue Building  
20      Cincinnati, Ohio 45219

21      On behalf of the Defendants:

22      Rachael A. Rowe, Esq.  
23      Keating, Muethling & Klekamp  
24      1400 Provident Tower  
25      One East Fourth Street  
1       Cincinnati, Ohio 45202

2       On behalf of the Defendants Dinsmore &  
3       Shohl and Clifford Roe:

4       Michael E. Maundrell, Esq.  
5       Schroeder, Maundrell, Barbiere  
6       & Powers  
7       110 Governor's Knoll  
8       11935 Mason Road  
9       Cincinnati, Ohio 45249

3  
1       S T I P U L A T I O N S

2       It is stipulated by and among counsel for  
3       the respective parties that the deposition of  
4       CLIFFORD A. ROE, JR., ESQ., a defendant herein,  
5       called by the plaintiff for cross-examination  
6       pursuant to the Federal Rules of Civil  
7       Procedure, may be taken at this time by the  
8       notary; that said deposition may be reduced to  
9       writing in stenotypy by the notary, whose notes  
10      may then be transcribed out of the presence of  
11      the witness; and that proof of the official  
12      character and qualifications of the notary are  
13      expressly waived.

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1       I N D E X

2       Examination of CLIFFORD ROE, JR., ESQ.    Page  
3       By Mr. Brautigam:                                   6

4       - - -

5       Plaintiff's Exhibit                           Page Identified

6       No. 1   6  
7       No. 2   8  
8       No. 3   13  
9       No. 4   20  
10      No. 5   22  
11      No. 6   25  
12      No. 7   68  
13      No. 8   78  
14      No. 9   134  
15      No. 10   258  
16      No. 11   279  
17      No. 12   291  
18      No. 13   293  
19      No. 14   317  
20      No. 15   336  
21      No. 16   337  
22      No. 17   339  
23      No. 18   343  
24      No. 19   346  
25      No. 20   366  
26      No. 21   383

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18       Defendant's Exhibit                           Page Identified

19       No. 1   30

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CLIFFORD A. ROE, JR., ESQ.

12/13/01

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2 Q. And your understanding of those  
 3 Acts is that they prohibit the making of a  
 4 material misstatement, correct?

5 MR. MAUNDRELL: Objection.

6 A. Yes, that's my understanding of  
 7 those Acts.

8 Q. And they prohibit the omission to  
 9 state a material fact, correct?

10 MR. MAUNDRELL: Objection.

11 A. Yes.

12 Q. How do you define materiality in  
 13 this transaction?

14 MR. MAUNDRELL: Objection.

15 A. I'm not sure I can answer that  
 16 question in the context of this transaction.

17 Q. Really? Why not?

18 MR. MAUNDRELL: Don't speculate.

19 A. The definition of materiality  
 20 is -- there is a legally accepted definition,  
 21 which is of record in all the various cases  
 22 that have been decided over the years under the  
 23 1933 Act and 1934 Act.

24 Q. What is that definition?

25 A. The definition is essentially the  
 information that an informed investor needs to

10:38:04 1 make an informed investment decision.

10:38:08 2 Q. That definition has nothing to do  
 10:38:10 3 with whether it would change the outcome of the  
 10:38:13 4 transaction, correct?

10:38:15 5 MR. MAUNDRELL: Objection.

10:38:16 6 A. I'm not sure I understand that  
 10:38:17 7 question.

10:38:21 8 Q. What about that question was  
 10:38:22 9 unclear?

10:38:24 10 MR. MAUNDRELL: Objection. If you  
 10:38:25 11 don't understand it, you don't have to redo it  
 10:38:28 12 for him.

10:38:29 13 A. I just don't understand your  
 10:38:30 14 question.

10:38:32 15 Q. Does your definition of  
 10:38:33 16 materiality, which you said is generally  
 10:38:35 17 accepted for many years --

10:38:37 18 A. Um-hmm, um-hmm.

10:38:39 19 Q. -- have anything to do with  
 10:38:41 20 whether or not the proposed material  
 10:38:44 21 information would change the outcome -- would  
 10:38:46 22 change a shareholder vote, or is it something  
 10:38:49 23 that a reasonable shareholder might want to  
 10:38:50 24 consider?

25 MR. MAUNDRELL: Objection to form.

Don't speculate

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# EXHIBIT O

**OHSL FINANCIAL CORP.  
5889 Bridgetown Road  
Cincinnati, Ohio 45248**

Dear OHSL Financial Corp. Stockholder:

You are cordially invited to attend a Special Meeting of Stockholders of OHSL to be held at 10:00 a.m. Eastern time on October 25, 1999, at Dante's Restaurant, Rybolt Road, Cincinnati, Ohio.

At the Special Meeting, you will be asked to vote on the proposed acquisition of OHSL by Provident Financial Group, Inc. If the acquisition is approved by the holders of a majority of OHSL shares and certain other conditions occur, OHSL stockholders will become Provident Financial stockholders.

The number of shares of Provident Financial common stock to be received by OHSL stockholders in exchange for each outstanding share of OHSL common stock will be determined based on an average Provident Financial share price. The average Provident Financial share price is the 10-day average closing price of Provident Financial common stock ending two days before the closing of the acquisition. Each OHSL stockholder will receive \$22.50 worth of Provident Financial common stock if the average Provident Financial share price is between \$40.00 and \$50.00. If the average Provident Financial share price is below \$40.00, each OHSL stockholder will receive 0.5625 shares of Provident Financial common stock for each share of OHSL common stock. If this price is above \$50.00, each OHSL stockholder will receive 0.45 shares of Provident Financial common stock for each share of OHSL common stock.

*NOT DATED CORRECTLY - S/B PROXY DUE*  
Your Board of Directors has received an opinion from McDonald Investments Inc., its financial advisor, to the effect that the Exchange Ratio is fair to OHSL stockholders from a financial point of view.

Your Board of Directors unanimously approved the acquisition and believes that it is in the best interest of OHSL stockholders. The Board unanimously recommends and advises that you approve the acquisition at the Special Meeting so that the transaction may be completed.

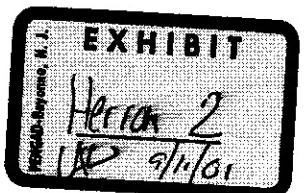
In the materials accompanying this letter you will find a Notice of Special Meeting of Stockholders, a Proxy Statement/Prospectus and a proxy card. The Proxy Statement/Prospectus more fully describes the proposed transaction. We encourage you to read these materials carefully.

Whether or not you plan to attend the Special Meeting, please take the time to vote by completing, signing and returning to us the enclosed proxy card. A postage paid envelope is enclosed for your convenience. If you sign, date and return your proxy card without indicating how you want to vote, your proxy will be counted as a vote in favor of the transaction. Even if you plan to attend the Special Meeting, please complete, sign and return your proxy card. By following certain procedures discussed in the accompanying Proxy Statement/Prospectus, you can later revoke your proxy if you wish.

Sincerely,



Norbert G. Brinker  
Chairman of the Board



## EXHIBIT P

Page 2

Page 4

Continuation of the deposition of WILLIAM HILLEBRAND, a defendant herein, called by the plaintiffs for cross-examination, pursuant to the Federal Rules of Civil Procedure, taken before me, Lee Ann Williams, a Registered Professional Reporter and Notary Public in and for the State of Ohio, at the offices of Provident Bank, 5889 Bridgetown Road, Cincinnati, Ohio, on Monday, January 5, 2004, at 12:57 p.m.

## APPEARANCES:

On behalf of the Plaintiff:  
 Michael G. Brautigam, Esq.  
 Gene Mesh & Associates  
 2605 Burnet Avenue  
 Cincinnati, Ohio 45219

On behalf of the Defendants:

James E. Burke, Esq. (Of counsel)  
 Keating, Muething & Klekamp  
 1400 Provident Tower  
 One East Fourth Street  
 Cincinnati, Ohio 45202

1 may then be transcribed out of the presence of  
 2 the witness; and that proof of the official  
 3 character and qualifications of the notary are  
 4 expressly waived.

5 ---

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## 7 I N D E X

8 Examination of WILLIAM HILLEBRAND Page  
 9 By Mr. Brautigam: 5

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Exhibit	Page Identified
12 No. 60	51
13 No. 61	27
14 No. 62	115

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Page 3

Page 5

On behalf of the Defendants Dinsmore & Shohl, Clifford Roe, and Charles Hertlein, Jr.:

John W. Hust, Esq.  
 Schroeder, Maundrell, Barbiree & Powers  
 110 Governor's Knoll  
 11935 Mason Road  
 Cincinnati, Ohio 45249

On behalf of the Defendants:

J. Michael Debbeler, Esq.  
 Graydon, Head & Ritchey  
 1900 Fifth Third Center  
 511 Walnut Street  
 Cincinnati, Ohio 45202

On behalf of the Defendant Ernst & Young:

Mary-Helen Perry, Esq.  
 Jones Day  
 51 Louisiana Avenue, N.W.  
 Washington, D.C. 20001

ALSO PRESENT: Gary Meier  
 Connie Adkins-Bile, Videographer

## S T I P U L A T I O N S

It is stipulated by and among counsel for the respective parties that the deposition of WILLIAM HILLEBRAND, a defendant herein, called by the plaintiffs for cross-examination pursuant to the Federal Rules of Civil Procedure, may be taken at this time by the notary; that said deposition may be reduced to writing in stenotype by the notary, whose notes

1 WILLIAM R. HILLEBRAND  
 2 having been first duly sworn, testified as  
 3 follows:

## 4 CROSS-EXAMINATION

5 BY MR. BRAUTIGAM:

6 Q. Good afternoon, Mr. Hillebrand.

7 My name is Michael G. Brautigam and I represent  
 8 Gary Meier, Walter Thiemann, and a putative  
 9 class of OHSL shareholders.

10 Mr. Hillebrand, what is your  
 11 understanding of the litigation at this point?

12 A. My understanding. It has just  
 13 gone on too long, to start off with.

14 Q. What do you mean by that?

15 A. What do I mean by that? It  
 16 just -- it's dragging on too long and there's  
 17 no need for it in the first place.

18 Q. What do you mean by "there's no  
 19 need for it in the first place"?

20 A. Well, let's see here. If you're  
 21 going that way, I -- I cannot see what Walter  
 22 Thiemann or Mr. Meier, why would they even want  
 23 to have a suit like this.

24 Q. Okay. Anything else?

<p>Page 10</p> <p>Do you live in a house?</p> <p>MR. BURKE: Objection.</p> <p>A. Yeah, sure I live in a house.</p> <p>Q. Okay. In 1999 did you live in the same place?</p> <p>A. Well, what the hell difference does it make?</p> <p>Q. Can you answer my question?</p> <p>A. I want to know why you're asking that type of a question.</p> <p>Q. I want to know about documents that you may have taken home in 1999.</p> <p>A. Documents?</p> <p>Q. Documents.</p> <p>A. No, no way. No way.</p> <p>Q. Mr. Hillebrand, during the time you were a director in 1999, considering the OHSL-Provident merger, did you receive documents related to the proposed merger?</p> <p>A. I saw -- yeah, we had -- we had to have documents, but here again, that was -- that was the basis on which we merged with Provident.</p> <p>Q. Now, I want to focus on these</p>	<p>Page 12</p> <p>1 Q. Shred them. 2 A. No, I tore them up. I only got 3 the shredder just for Christmas. 4 Q. Okay. So when did you tear up the 5 documents related to the Oak Hills-Provident 6 merger? 7 MR. BURKE: Objection. Calls for 8 speculation. You may answer. 9 A. When did I do it? I have no idea. 10 Q. Okay. Let me see if I can bracket 11 this. Did you do it before or after the merger 12 closed on December 3rd of 1999? 13 A. Well, I would -- I did this while 14 I -- I did it after we made the decision to 15 merge. 16 Q. And when was that? 17 A. I have no idea. 18 Q. When you tore up the documents, 19 was the merger finalized? 20 A. As far as I know, yes. 21 Q. Okay. And the merger was 22 finalized on December 3rd of 1999, correct? 23 A. I don't remember the date. I 24 don't really remember the date.</p>
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<p>Page 11</p> <p>documents. You reviewed documents in 1999 to inform yourself as to the merger, correct?</p> <p>A. Yeah, to the extent we had -- you had to make a decision, yeah.</p> <p>Q. Okay. And you did not maintain an office at OHSL, correct?</p> <p>A. No.</p> <p>Q. Did you have a home office?</p> <p>A. No.</p> <p>Q. Did you have documents at home?</p> <p>A. Just, just to -- what referred to the -- what referred to the merger.</p> <p>Q. Right.</p> <p>A. Right.</p> <p>Q. Now, these documents, were you ever asked to produce these documents in any litigation?</p> <p>A. I -- not that I remember.</p> <p>Q. Okay. Where are these documents today?</p> <p>A. I think they're in an ash can.</p> <p>Q. Okay. Did you shred these documents?</p> <p>A. Did I what?</p>	<p>Page 13</p> <p>1 Q. Okay. But as far as you know, you destroyed all of the documents in your possession related to OHSL and Provident after the merger closed, correct? 2 MR. BURKE: Objection. 3 Mischaracterizes prior testimony. That's not at all what he testified to. He may answer. 4 MR. BRAUTIGAM: He didn't testify on this topic. 5 MR. BURKE: Yes, he just did. But you can answer, Mr. Hillebrand. 6 A. I, I tore it up after we -- after we had made the merger, period. That's all there is to it. 7 Q. And why did you destroy all of the documents in your possession related to OHSL and Provident after the merger closed? 8 MR. BURKE: He's not testified to any documents in his possession regarding Provident. 9 MR. BRAUTIGAM: Jim, we're doing fine. 10 MR. BURKE: So you're mischaracterizing prior testimony.</p>
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Page 14

1 MR. BRAUTIGAM: His testimony is  
 2 clear. We don't need speaking objections.

3 A. What did I do with them?

4 BY MR. BRAUTIGAM:

5 Q. You tore them up.

6 A. Why did I?

7 Q. Yes.

8 A. I got rid of them.

9 Q. Why?

10 A. I didn't need them anymore.

11 Q. And no one from the Dinsmore law  
 12 firm or any other law firm suggested that you  
 13 retain these documents, correct?

14 A. I -- nobody told me to keep them,  
 15 no.

16 Q. Okay. Mr. Hillebrand, I  
 17 understand that you were on the OHSL audit  
 18 committee; is that right?

19 A. Yeah, I was on the audit  
 20 committee.

21 Q. And to be on the audit committee,  
 22 you had to be familiar with basic accounting  
 23 and auditing terminology, correct?

24 A. You had to -- as far as I know,

Page 14

Page 16

1 years.

2 Q. Okay. Please describe the terms  
 3 of the merger.

4 MR. BURKE: Objection. Calls for  
 5 a narrative.

6 A. Terms of the merger. What -- I  
 7 don't know.

8 Q. How did the merger work?

9 A. How did it work?

10 Q. Yes.

11 MR. BURKE: Objection.

12 Q. Describe it very generally.

13 MR. BURKE: Objection to form.  
 14 You may answer.

15 A. What do you want now?

16 Q. Please describe how the merger  
 17 worked, very generally.

18 MR. BURKE: Same objection. You  
 19 may answer.

20 A. Well, as far -- how did the merger  
 21 work. Well, it was just the case of Provident  
 22 and Oak Hills getting together and, and working  
 23 out the information necessary to have Provident  
 24 take over Oak Hills.

Page 15

Page 17

1 yeah.

2 Q. Are you familiar with GAAP?

3 A. No, not anymore.

4 Q. Are you familiar with GAAS?

5 A. No.

6 •Q. Are you familiar with the term  
 7 restatement?

8 A. Yeah, as far as a restatement.

9 That's -- restatement. I know what a  
 10 restatement is, yeah, it's a reworking of  
 11 whatever document you're talking about.

12 Q. Did Provident make a restatement  
 13 or restatements in 2003?

14 A. Did Provident make a -- evidently  
 15 they -- I guess I'd have to say yes, due to  
 16 the -- due to the situation that brought this  
 17 about.

18 Q. Are you a Provident shareholder?

19 A. Yes.

20 Q. Did you buy Provident stock on the  
 21 open market or did you obtain it in some other  
 22 way?

23 A. Well, I got some through the  
 24 merger and then I also had bought some over the

1 Q. And how did Provident pay to buy  
 2 Oak Hills?

3 A. How did they pay? I don't know  
 4 how they paid. It -- I gather it was in  
 5 stock -- based on the stock.

6 Q. That's what I meant. It was a  
 7 stock-for-stock transaction, correct?

8 A. Yeah.

9 Q. And the stock that Provident had  
 10 issued and used as the currency to pay OHSL  
 11 shareholders such as Mr. Meier was newly  
 12 registered stock. Is that correct?

13 MR. BURKE: Objection, foundation.  
 14 You may answer.

15 A. I have no idea what happened to  
 16 Mr. Meier. All I know is I was involved as a  
 17 director and I received my stock and the  
 18 whole -- the whole situation went through as a  
 19 merger between Provident and Oak Hills.

20 Q. And why did it go through?

21 A. Why did it go through, because --  
 22 because Oak Hills' directors had come to the  
 23 conclusion that, okay, this might be the proper  
 24 time to merge with a larger company.

5 (Pages 14 to 17)